

## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into and made as of September 15, 1999 between Export Finance Systems, Inc. ("Client") and InfoRespond, Inc., a California corporation for all design work to be performed on The EFS Version 3.0 system, including work begun as of September 15, 1999.

### RECITALS

- A. On January 14, 1998, Client entered into a Proprietary Information Agreement with InfoRespond, a sole proprietorship of Andrew Goodman. That Agreement, among other things, provided that InfoRespond would perform certain services for Client on a Work-for-Hire basis (as such term is defined in the 1976 Copyright Act). The Proprietary Information has been renewed (and signed by new employees of InfoRespond) at various dates since January 14, 1998 (collectively, the "Proprietary Information Agreement").
- B. On or about June 10, 1998, Andrew Goodman incorporated the proprietorship by forming InfoRespond, Inc., a California corporation ("Consultant"). All assets and rights of the proprietorship were assigned to Consultant which also assumed all of the proprietorship's liabilities and obligations, including those of the proprietorship under the various versions of the Proprietary Information Agreement.
- C. Client wishes to retain Consultant as an independent contractor, and not an employee or agent, to perform the additional Work-for-Hire services described herein, in accordance with the existing Proprietary Information Agreement, and Consultant wishes to perform such services on that basis and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

### AGREEMENT

1. Definitions: The following definitions shall apply for purposes of this Agreement:

(a) "Work Product" means all programs, systems, data and materials ("Deliverables"), in whatever form, developed solely for Client by Consultant under this Agreement, except for any "Background Technology" that may be developed or that may be embodied in any Deliverable under this Agreement.

(b) "Background Technology" means all systems, development tools, routines, subroutines and other programs, data and materials, in whatever form, that are owned by, licensed to, or distributed by Consultant.

2. Services Performed by Consultant: Consultant agrees to perform the following services for Client: Software and Internet/Intranet product design as outlined in the attached Exhibit B, C and D. Client and Consultant agree to cooperate in scheduling the services so that the stated time commitments can be met, while still reasonably accommodating Consultant's other time commitments.

3. Fees for Services: Services for this product design project shall be provided on a time-and-materials basis—that is, Client shall pay Consultant for the time spent performing such services, plus materials, sales taxes and approved expenses in accordance with their established practices. Consultant's time shall be compensated at its standard hourly rates which are listed in Exhibit A. The rates may change with sixty (60) days' notice, provided that it is an increase in the standard rates applicable to all of Consultant's time-and-materials contracts. The fee estimate and estimated delivery dates for this phase of services are given in Exhibit B. The dollar limit stated shall be deemed an estimate for Client's budgeting and Consultant's resource scheduling only; if the limit is expended, Consultant shall continue to provide services on an hourly basis, subject to the right of Client to terminate this project in accordance with Section 12.

4. Expenses: Client shall reimburse Consultant for all reasonable travel, administrative, equipment and other out-of-pocket expenses incurred while performing services under this Agreement.

5. Invoices: Consultant shall submit invoices twice monthly for services rendered and expenses incurred. Client shall pay the amounts invoiced within fifteen (15) days after receipt of such invoices.

6. Relationship between the Parties: Consultant is an independent contractor; and neither Consultant nor Consultant's staff is, or shall be deemed, Client's employees. In its capacity as an independent contractor, Consultant agrees and represents, and Client agrees, as follows:

(a) Consultant has the right to perform services for others during the term of this Agreement.

(b) Consultant has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.

(c) Consultant has the right to perform the services required by this Agreement at any place or location and at such times as Consultant may determine.

(d) Consultant will furnish all equipment and materials used to provide the services required by this Agreement, except to the extent that Consultant's work must be performed on or with Client's computer or existing software.

(e) The services required by this Agreement shall be performed by Consultant, or Consultant's staff, and Client shall not be required to hire, supervise or pay any assistants to help Consultant.

(f) Consultant is responsible for all matters relating to the payment of Consultant's employees, including compliance with social security, withholding and all other regulations governing such matters.

(g) Neither Consultant nor Consultant's staff shall receive any training from Client in the professional skills necessary to perform the services required by this Agreement.

(h) Neither Consultant nor Consultant's staff shall be required to devote full time to the performance of the services required by this Agreement.

(i) Client shall not provide any insurance coverage of any kind for Consultant or Consultant's staff; each party shall maintain appropriate workers' compensation for its employees as well as its own general liability insurance.

(j) Client shall not withhold from Consultant's compensation any amount that would normally be withheld from an employee's pay.

(k) Notwithstanding the foregoing, Client acknowledges that the timely provision of and access to office accommodations, facilities, equipment, assistance, complete and accurate information and data from its officers, agents and employees and suitably configured computer products are essential to performance of any services; and Consultant's ability to complete any services is dependent upon same. If Client requests any changes to the relevant requirements, project plans, schedule, scope, specifications or designs, such request shall be put in writing; and Consultant shall not be obligated to perform tasks described in Client's request until the parties agree in writing to the proposed change.

7. Ownership of Consultant's Work Product: The services to be rendered hereunder and any follow on services on related projects are works-for-hire, as provided in the Proprietary Information Agreement, which is hereby incorporated with this Agreement. Consultant intends that Client own all copyrights in the Work Product. However, if it is ever determined, for whatever reason, that Consultant retains any copyrights in the Work Product, Consultant hereby assigns to Client all copyrights in the Work Product. Consultant represents that all of its past and current employees and independent contractors working on or having access to Client's projects have signed the Proprietary Information Agreement acknowledging, among other things, that all work done for Client is on a Work-for-Hire basis, owned by Client. Consultant will not permit any persons (whether employees or independent contractors) to work on or have access to Client's project until they have signed the Proprietary Information Agreement.

Consultant shall execute and aid in the preparation of any papers that Client may consider necessary or helpful to obtain or maintain any copyrights, at Client's expense.

As provided in the Proprietary Information Agreement, Consultant has agreed not to work on any software application competitive with any Client application to which Consultant has had access for at least three (3) years following termination of its services for Client.

8. Ownership of Background Technology: Client agrees that Consultant shall retain any and all right, title and interest, including copyrights, Consultant may have in the Background Technology provided that Consultant identify in writing all such Background Technology within 75 days of its use in work provided to Client. Consultant grants to Client a nontransferable, nonexclusive, perpetual, royalty-free, license to use, copy, modify, sublicense, and distribute any Background Technology which is incorporated into the Work Product, and Consultant hereby warrants that it has the legal right to grant such license.

9. Confidential Information:

(a) Consultant acknowledges that it will acquire information and materials about Client, including, but not limited to, Client's business plan, data-processing techniques, computer programs, experimental works, and lists of its customers and suppliers. Client acknowledges that it may acquire information and materials about Consultant, including, but not limited to, its methods, systems, technology, know-how, data-processing techniques, software and Background Technology.

(b) Both parties acknowledge that all such information and material so acquired are the confidential and proprietary information of the other party (hereafter "Confidential Information"). Both parties agree, during the term of this Agreement, and for three (3) years following the completion of the last services provided by Consultant for the Client, to hold such Confidential Information in strict confidence and not to disclose it to others without the other party's prior written authorization.

(c) Notwithstanding the foregoing, either party may disclose Confidential Information to an employee or agent of the party with a need to know such information in order to perform its obligations under this Agreement or other Agreements between Client and Consultant, provided that the employee or agent has been advised of the confidential nature of such information and is under an express written obligation to maintain such confidentiality. Consultant will not permit any persons (whether employees or independent contractors) to work on or have access to Client's project until he/she has signed the Proprietary Information Agreement.

(d) Confidential Information shall not include information which:

(1) was in the receiving party's lawful possession or known to the receiving party, without an obligation to keep it confidential, before such information was disclosed by the disclosing party;

(2) is or becomes public knowledge through no act or omission of the receiving party;

(3) is independently developed by the receiving party;

(4) is disclosed by the disclosing party to third parties without any restriction on use and disclosure;

(5) is or becomes lawfully available to the receiving party from a source other than the disclosing party; or

(6) is disclosed by court order or operation of law, providing the receiving party first gives the disclosing party reasonable notice of such order of law and gives the disclosing party an opportunity to object to or otherwise limit such production.

(e) Client acknowledges and agrees that the confidentiality restrictions contained in this Agreement shall not apply to the general knowledge, skills and experience gained by Consultant or Consultant's employees while engaged by Client.

(f) Consultant will not disclose to Client information or material that is a trade secret of any third party without the prior consent of the third party.

10. Non-Recruiting: Each party agrees not to knowingly hire or solicit any employee of the other while this Agreement is in effect and for a period of two (2) years after its termination.

11. Term of Agreement: Unless renewed by mutual consent, this Agreement will remain in effect through September 15, 2000, or until terminated as set forth in Section 12.

12. Termination of Agreement:

(a) Each party has the right to terminate this Agreement if the other party has materially breached any obligation herein and such breach remains uncured for a period of thirty (30) days after written notice thereof is sent to the other party; provided, however, that if Consultant is the breaching party and the nature of Consultant's breach is such that more than thirty (30) days are reasonably required for its cure, then Consultant shall not be deemed to be in breach if Consultant commences such cure within said thirty (30)-day notice period and thereafter diligently prosecutes such cure to completion.

(b) Client may terminate this Agreement at any time, for any reason or no reason, upon thirty (30) days notice to Consultant.

(c) Upon termination of this Agreement, all amounts payable or accrued to Consultant for services rendered and expenses incurred under this Agreement shall become immediately due and payable, including any amounts accrued for services rendered and expenses incurred during the thirty (30)-day notice period.

(d) Upon termination of this Agreement, each party shall promptly return all Confidential Information, data, materials and other property owned by the other party.

(e) The parties' rights and obligations under Paragraphs 2, 3, 4, 5, 7, 8, 9, 10 12(c), 12(d), 13, 14, 15, 18 and under the Proprietary Information Agreement shall survive any termination of this Agreement.

13. Warranties and Representations: Consultant warrants and represents that:

(a) Consultant will not knowingly infringe upon any copyright, patent, trade secret or other intellectual-property right in the performance of the services required by this Agreement.

(b) Consultant has the authority to enter into this Agreement and to perform all obligations hereunder, including, but not limited to, the grant of rights and/or licenses to the Work Product and Background Technology.

(c) Consultant warrants that its services will be performed consistent with generally accepted industry standards. Client must report any deficiencies in the services to Contractor in writing within ninety (90) days from the completion of each service in question in order to receive warranty remedies. For any breach of this warranty, Client's exclusive remedy and Consultant's entire liability shall be the reperformance of the services at Consultant's expense; or if Contractor fails to perform the services as warranted, Client shall be entitled to recover the fees paid to Contractor for the deficient service.

(d) Consultant represents that it is in the process of obtaining (and will thereafter maintain in force throughout the term of this Agreement) errors and omissions (professional liability) insurance as follows: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(e) **THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

14. Infringement Indemnity:

(a) Consultant will indemnify Client against (i) any breach of Section 7 hereof and (ii) any claim that any Work Product, Background Technology, information, design, specification, instruction, software, data or material furnished by Consultant ("Material") and used by Client infringes a copyright, patent, trade secret or other intellectual-property right, provided that with respect to claims under clause (ii):

(1) Client notifies Consultant in writing within thirty (30) days of Client's knowledge of the claim;

(2) Consultant has sole control of the defense and all related settlement negotiations; and

(3) Client provides Consultant with the assistance, information and authority reasonably necessary to defend and settle the claim as required by Consultant.

(b) Consultant shall have no claim of liability for any claim of infringement resulting from:

- (1) any material not furnished by Consultant; or
- (2) Client's modifications of any Material.

(c) If some or all of the Material is held or is believed by the Consultant to infringe, Consultant shall have the option, in its discretion, to:

- (1) modify the Material to make it noninfringing;
- (2) obtain a license for Client to continue using the Material; or
- (3) require the return of the infringing Material and any license or rights thereto which had passed to Client. Upon such return, Client shall be entitled to recover the fees paid by Client for that portion of the Material.

**(d) THIS PARAGRAPH 14 STATES CONSULTANT'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR INFRINGEMENT.**

15. Limitation on Consultant's Liability to Client:

(a) **EXCEPT WITH RESPECT TO A BREACH OF SECTION 7 HEREOF, IN NO EVENT SHALL CONSULTANT BE LIABLE TO CLIENT FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE INCURRED BY CLIENT OR ANY THIRD PARTY, WHETHER IN ACTION IN CONTRACT OR TORT (EVEN IF CONSULTANT, CLIENT OR THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).**

(b) **EXCEPT WITH RESPECT TO A BREACH OF SECTION 7 HEREOF, CONSULTANT'S TOTAL AND EXCLUSIVE LIABILITY UNDER THIS AGREEMENT FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID TO CONSULTANT BY CLIENT FOR THE SPECIFIC SERVICE GIVING RISE TO THE LIABILITY.**

Consultant shall not be liable for any claim or demand made against Client by any third party except to the extent such claim or demand relates to copyright, patent, trade secret or other proprietary rights and then only as provided in the section of this Agreement entitled "Infringement Indemnity."

16. Employment of Assistants: Consultant may, at Consultant's own expense, employ such assistants or subcontractors as Consultant deems necessary to perform the services required by this Agreement. Any such assistants and subcontractors shall be bound by this Agreement and the Proprietary Information Agreement.

17. Force Majeure: Any delay or nonperformance of any provision of this Agreement caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, provided that the delayed party has taken reasonable measures to notify the other of the delay in writing. The delayed party's time for performance shall be deemed to be extended for a period equal to the duration of the conditions beyond its control. Conditions beyond a party's reasonable control include, but are not limited to, the following which affect the party's performance hereunder: natural disasters, acts of government after the date of the Agreement, power failure, fire, flood, acts of God, labor disputes, riots, acts of war and epidemics.

18. General Provisions:

(a) Entire Agreement: This Agreement and the Proprietary Information Agreement is the sole and entire Agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, agreements and documentation relating to such subject matter. Any amendments or modifications to this Agreement must be in writing and signed by both parties. It is expressly agreed that the terms and conditions of this Agreement supersede the terms of any Client-ordering document or purchase order.

(b) Severability: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

(c) Governing Law: This Agreement will be governed by the laws of the State of California without regard to its conflict-of-law rules, which may direct the laws of another jurisdiction.

(d) Notice: All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally or five (5) days after being deposited in the United States mail, postage-prepaid and addressed as follows or to such other address as each party may designate in writing by like notice:

Client: Export Finance Systems, Inc.  
44 Montgomery St., Suite 1308  
San Francisco, CA 94104

Consultant: InfoRespond, Inc.  
50 First Street, Suite 509  
San Francisco, CA 94105

(e) No Agency: This Agreement does not create any agency, joint-venture or partnership relationship between the parties.



(f) Assignment: This Agreement is not assignable by either party without the prior written consent of the other, and any such attempted assignment shall be void *ab initio*.

(g) Successors: Subject to the provisions otherwise contained in this Agreement, this Agreement shall inure to the benefit of and be binding on the successors and assigns of the respective parties hereto.

(h) Attorneys' Fees: If the services of an attorney are required by any party to secure the performance hereof or are required upon the breach or default of another party or if any judicial remedy or arbitration is necessary to enforce or interpret any provision of this Agreement or the rights and duties of any person in relation thereto, the prevailing party shall be entitled to reasonable attorneys' fees, costs and other expenses in addition to any other relief to which such party may be entitled.

(i) Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one Agreement.

(j) Captions: All paragraph captions are for reference and solely for the convenience of the parties and shall not be used to interpret this Agreement.

(k) Insolvency: Any party hereto which becomes insolvent, files a petition in bankruptcy or has an involuntary petition filed on its behalf which is not dismissed within forty-five (45) days of such filing, or makes an assignment for the benefit of creditors or ceases to conduct business or has a receiver appointed for its assets, shall be in material default hereunder and shall immediately notify the other party thereof.

(l) Signatures: Each party represents and warrants that on this date, they are duly authorized to bind their respective principals by their signatures below.

(m) Waiver: Any waiver by either party of any default or breach of this Agreement must be in writing. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**CLIENT:**

Export Finance Systems, Inc.

By: Robert Martin  
(Signature)

Robert S. Martin  
(Typed or Printed Name)

Title: Sr Vice President

Date: Nov. 15, 1999

**CONSULTANT:**

InfoRespond, Inc.

By: Andrew Goodman  
Andrew Goodman

Date: Nov 15, 1999

Federal Tax I.D. #: 94-3312468

# **Exhibit A**

## **Hourly Rates**

<b>Project Director</b>	<b>\$125/hour</b>
<b>Project Manager – Business</b>	<b>\$125/hour</b>
<b>Project Manager – Technical</b>	<b>\$125/hour</b>
<b>Senior Programmer</b>	<b>\$125/hour</b>
<b>Staff Programmer</b>	<b>\$110/hour</b>
<b>Junior Programmer</b>	<b>\$85/hour</b>
<b>Testing, User Documentation</b>	<b>\$50/hour</b>

# Exhibit B

## EFS Version 3.0

### *Design Deliverables*

<b>Deliverable</b>	<b>Description</b>	<b>Due Date</b>	<b>Cost</b>
Requirements Document	Document of business requirements including: process flow, initial page map, high level use cases, roles & rights assumptions, rules for insurability of invoices, reporting requirements	11/5/99	\$10,000
Specifications Document	Document of external system requirements including: entity relationship diagram, detailed insurability algorithms, detailed page map, detailed use cases, static screens, report layouts defined.	11/15/99	\$49,000
Platform Design Documents			\$76,000
Application	Document of internal specifications of the functional requirements	11/19/99	
Infrastructure	Prototype system with summary level documentation, including Visio diagrams and narrative explanation of schemes	12/10/99	
<b>Total Estimate</b>		<b>12/10/99</b>	<b>\$135,000</b>

# Exhibit C

## EFS Version 3.0

### *High Level Project Plan*

	Who	Start	End	Cost	Days
<b>Requirements</b>	DW	27-Sep	5-Nov	<b>10,000</b>	<b>10.0</b>
Initial Requirements	DW	27-Sep	8-Oct	2,000	2.0
High Level Process Flow	DW	27-Sep	8-Oct	1,000	1.0
Reporting	DW	4-Oct	8-Oct	1,000	1.0
Actor Interviews	DW	4-Oct	8-Oct	500	0.5
Bank	DW	4-Oct	8-Oct	500	0.5
Insurer	DW			-	0.0
Exporter (not scheduled)	DW			-	0.0
Broker (not scheduled)	DW			-	0.0
Final Requirements	DW	4-Oct	5-Nov	7,500	7.5
Process Flow	DW	4-Oct	15-Oct	2,500	2.5
High Level Use Cases	DW	11-Oct	15-Oct	1,000	1.0
Business/Insurability Rules	AG	25-Oct	5-Nov	3,000	3.0
Reporting	DW	18-Oct	22-Oct	1,000	1.0
Review & Approval	DW			-	0.0
<b>Specifications</b>	DW	4-Oct	10-Mar	<b>49,000</b>	<b>49.0</b>
Initial Specifications	DW	2-Oct	15-Nov	49,000	49.0
Entity Relationship Diagram	AG	11-Oct	5-Nov	3,000	3.0
Rules & Rights	DW	25-Oct	5-Nov	5,000	5.0
Insurability Algorithms	AG	11-Oct	5-Nov	5,000	5.0
Detailed Use Cases	DW	25-Nov	15-Nov	15,000	15.0
Detailed Page Map	DW	18-Oct	22-Oct	1,000	1.0
Screens	JK	4-Oct	15-Nov	10,000	10.0
Reports	JK	4-Oct	12-Nov	10,000	10.0
<b>Platform Design</b>	DC	27-Sep	10-Dec	<b>76,000</b>	<b>73.0</b>
Site	DC	27-Sep	19-Nov	8,000	8.0
Architecture	DC	27-Sep	15-Oct	6,000	6.0
ISP Selection	DC	15-Nov	19-Nov	2,000	2.0
Development Platform Setup	EY	4-Oct	22-Oct	3,200	4.0
Services	DC	4-Oct	10-Dec	25,600	17.0
Load Balancing	DC	4-Oct	29-Oct	4,000	4.0
SQL Synch - central	DC	25-Oct	3-Dec	12,000	12.0
SQL Synch - client	EY	25-Oct	10-Dec	9,600	12.0
Application	DC	27-Sep	5-Nov	12,800	14.0
Data Transport	DC	27-Sep	5-Nov	9,800	11.0
Core design	DC	11-Oct	5-Nov	4,000	4.0
Performance	EY	27-Sep	15-Oct	4,800	6.0
Security/Permissions	DC	18-Oct	22-Oct	1,000	1.0
Logic partitioning	DC	18-Oct	5-Nov	3,000	3.0
Central Server	DC	18-Oct	19-Nov	9,600	11.0
Design	DC	18-Oct	12-Nov	4,000	4.0
Prototype	D3	25-Oct	19-Nov	5,600	7.0
Client	DC	25-Oct	19-Nov	8,600	10.0
Design	DC	25-Oct	12-Nov	3,000	3.0
Prototype	D3	1-Nov	19-Nov	5,600	7.0
Security	DC	11-Oct	26-Nov	8,200	9.0
Server	DC	11-Oct	29-Oct	3,000	3.0
Application	D3	25-Oct	12-Nov	3,200	4.0
Site	DC	22-Nov	26-Nov	2,000	2.0
<b>Total Estimate</b>				<b>135,000</b>	

**Exhibit D**  
**EFS Version 3.0**  
*Deliverables Definitions*  
(Please refer to attached document)

Requirements		External Deliverable	
Requirements	Initial Requirements	DW	Documentation of business requirements for the new system.
	High Level Process Flow	DW	Visio drawing of business functions required by the system as a basis for defining scope of project and enabling analysis.
	Insurability Rules	AG	English description of business rules
	Reporting	DW	High level description of reports necessary to support business processes.
	Actor Interviews	DW	Client meetings to discuss proposed environment and solicit comment and requirements. Results of meeting are incorporated into requirements & specifications documentation. These meetings also identify potential user testers & deployment team members.
	Bank	DW	Learn bank specific requirements
	Insurer	DW	Learn insurance company specific requirements
	Exporter (not scheduled)	DW	
	Broker (not scheduled)	DW	
	Process Flow	DW	
Specifications	Final Requirements	DW	Update of documentation based on client feedback
	High Level Use Cases	DW	Detail drawing of business functions required by the system as a basis for defining scope of project and enabling analysis.
	Business/Insurability Rules	DW	Description of functional use of the system by page, section, including event triggers & required links.
	Reporting	AG	Describes the formulas for testing the insurability of an invoice or group of invoices.
	Review & Approval	DW	Detail description of reports necessary to support business processes. Identifies: columns, rows, headings, frequency of update, access rights, links to update capability
		DW	How you know the client is satisfied - schedule includes time to update documents when client has comments.
	Entity Relationship Diagram	DW	External requirements for the new system
	Rules & Rights Definition	AG	Database diagram
	Insurability Algorithms	DW	Definition of rights of the users of the new system
	Detailed Use Cases	AG	Specifies the formulas for testing the insurability of an invoice or group of invoices.
	Detailed Page Map	DW	Description of functional use of the system by page, section, field, including input, output, event triggers, interfaces called & required links.
		DW	Visio drawing illustrating pages to be constructed; direct & indirect links between pages; summary of page purpose

Screens		JK	Static screen layout indicating layout of labels, fields, buttons, logos and graphics. The layout will closely approximate actual font size/color. The fields shown on the screen should be considered final. Each screen specification will also have a page detail section which will include a paragraph narrative of the purpose/use of the screen and the functionality that underlies the screen. The page detail will include fields displayed, whether the fields are editable or only displayed, validation for text fields, links, and effects when buttons are pressed. Where access rights differ by user, a separate version of the screen layout will be provided, reflecting access rights differences.
Reports		JK	Report layout indicating report family, report title, report heading, page footing, sort fields, sub total groupings, detail columns (specifying which fields get totaled and subtotaled), any calculations required, and notes outlining the purpose/use of report. Where access rights differ by user, a separate version of the report layout will be provided, reflecting access rights differences.
Platform Design		DC	
Site		DC	Word doc and diagram of server deployment, replication scheme, client and server components
	Architecture	DC	Comparative document and decision in recommending ISP
	ISP Selection	DC	Word doc describing component and page development locations and procedures
Development Platform Setup		EY	
Services		DC	
	Load Balancing	DC	Word doc of Web load balancing scheme
	SQL Synch - central	DC	Word doc / testing results of data replication scheme
	SQL Synch - client	EY	Configuration document of client database setup for pushing data back to EFS central
Application		DC	
	Data Transport	DC	
	Core design	DC	Word doc and Visio of Data Transport mechanism
	Performance	EY	Results of insurability tests
	Security	DC	Encryption choice and supporting documentation in addition to test cases developed in client and server prototypes
			Test results and code frame for stored procedures or COM processing in regards to performance constraints
Central Server		DC	
	Logic partitioning	DC	Vision which depicts the component/sub-component level of data interaction in regards to single requests and batch requests
	Design	DC	Server component which will support the client prototype in XML data retrieval and update/inserts
	Prototype	D3	



Client		DC	Visio which speaks to the data transport, navigation and granularity of code modules
	Design	DC	The page navigation scheme, and a single operational DHTML page which speaks XML to the server
Security	Prototype	D3	
		DC	A server's configuration will require specific userids, directory permissions, web hardening and server hardening for deployment through the web.
	Server	DC	The display of client application components will be determined on a player/policy/role level. That is, each field/label/report/screen/link/button will be enabled/disabled, viewable/hidden depending on the player type and the role of the user signing in to the application and to the policy id provided. The exact science of this methodology will be specified and implemented in the client prototype to confirm accuracy and applicability.
	Application	D3	The ISP will provide appropriate security and documentation of how this is implemented.
	Site	DC	